persons struck the plaintiff, destroying the sight of one eye. *Held,* that a customer of a billiard hall is there by the invitation of the proprietors whose duty it is to protect him from the misconduct of employees or other customers. *Moone* v. *Smith* (1909), — Ga. App. —, 65 S. E. 712.

Before a recovery can be had for an injury caused by negligence, a duty to the person injured must be shown as owing from the person causing the injury. *Kahl* v. *Love,* 37 N. J. L. (8 Vroom.) 5; *Williams* v. *Chi. & A. R. Co.* 135 Ill. 491, 11 L. R. A. 352; *Western Md. R. Co.* v. *Kehoe,* 83 Md. 434, 35 Atl. 90. The owner of premises who induces others to come upon it by invitation, owes to them the duty to use ordinary care to keep the premises in a safe condition. *Buckingham* v. *Fisher,* 70 Ill. 121; *John Spry Lumber Co.* v. *Duggan,* 80 Ill. App. 394; *Barrett* v. *Lake Ontario Beach Imp. Co.,* 174 N. Y. 310, 66 N. E. 968, 61 L. R. A. 829. This invitation arises in the case of persons attending public places of amusement. *Latham* v. *Roach,* 72 Ill. 179; *Bass* v. *Reitdorf,* 25 Ind. App. 650, 58 N. E. 95; *Richmond &c. R. Co.* v. *Moore,* 94 Va. 493, 27 S. E. 70, 37 L. R. A. 258. The invitation is sufficient, the element of pecuniary profit to the owner not being essential. 1 THOMP. NEG. § 968; *Hartman* v. *Muehlebach,* 64 Mo. App. 565. One maintaining a public place of amusement is bound to use ordinary care to secure the safety of persons visiting the premises. *Hart* v. *Washington Park Club,* 157 Ill. 9, 41 N. E. 620, 29 L. R. A. 492; *Barrett* v. *Lake Ontario Beach Imp. Co.,* supra; *Scott* v. *University of Michigan Ath. Ass'n.,* 152 Mich. 684, 116 N. W. 624, and liability exists for injury caused by failure to protect visitors from intoxicated persons. *Masted* v. *Swedish Brethren,* 83 Minn. 40, 85 N. W. 913, 53 L. R. A. 803. The same rule should apply, though, perhaps, with a lesser degree of care, as is applied in the case of a common carrier with respect to its passengers. *Masted* v. *Swedish Brethren,* supra. This rule is that extraordinary care in the protection of passengers is required. *Hillman* v. *Georgia R. Co.,* 126 Ga. 814, 56 S. E. 68; *Brunswick & W. R. Co.* v. *Ponder,* 117 Ga. 63; *Murphy* v. *Union Ry. Co.,* 118 Mass. 228.

NEGLIGENCE—RES IPSA LOQUITUR—ANIMAL FRIGHTENED BY SEARCH LIGHT. —The plaintiff was driving along a public street when his horse, a gentle animal, became frightened at a search light, from defendant's amusement park, being thrown upon it, whereupon it ran away, injuring the plaintiff severely. *Held,* such negligence on the part of the defendant was shown as to cause liability for the injury. *Maiss* v. *Metropolitan Amusement Ass'n.* (1909), — Ill. —, 89 N. E. 268.

One who inflicts injury by reason of negligence is liable, even though the act was lawful. *Baltimore &c. R. Co.* v. *Reaney,* 42 Md. 117; *St. Nicholas Skating &c. Co.* v. *Cody,* 26 Misc. (N. Y.) 764; *Tally* v. *Ayres,* 35 Tenn. (3 Sneed) 677. The fact that the act was in good faith is not material. *Western &c. R. Co.* v. *Vaughan,* 113 Ga. 354, 38 S. E. 851; *Lincoln* v. *Buckmaster,* 32 Vt. 652. Merely calling the act from which the injury occurred, an accident will not avoid liability arising as the result of negligence. *McGrew* v. *Stone,* 53 Pa. St. 436; *Beach* v. *Parmeter,* 23 Pa. St. 196. When the act complained of is not wrong in itself, it is essential that the conse-

quences result according to the ordinary course of events. *Bradshaw* v. *Edgar Co. Nat. Bk.*, 130 Ill. App. 37. By the doctrine of *res ipsa loquitur*, negligence will be presumed from an occurrence which, in the ordinary course of affairs, could not otherwise have happened. *Drake Standard Mach. Works* v. *Brossman*, 135 Ill. App. 209; *Greinke* v. *Chicago City R. Co.*, 234 Ill. 564, 85 N. E. 227; *Elvis* v. *Lumaghi Coal Co.*, 140 Ill. App. 112. In order for the doctrine of *res ipsa loquitur* to apply, the thing causing the accident must be under the control of the defendant or his servants at the time of the injury. *Schaller* v. *Independent Brew. Ass'n.*, 225 Ill. 492, 80 N. E. 334; *McNamara* v. *Boston & M. R. R. Co.*, — Mass. —, 89 N. E. 131; *Drake Standard Mach. Works* v. *Brossman*, supra.

PRINCIPAL AND AGENT—RATIFICATION OF CONTRACT OF AGENT.—The manager of the Iron Springs Company, engaged plaintiff to do assessment work on defendant's mine. After beginning work plaintiff wrote to defendant relative to the place a shaft should be lowered. In reply defendant stated, "that he had better quit work because I do not need to work my mines." Plaintiff again wrote that there had not been enough work done to hold the claims and that he would continue until further notice. Defendant wrote that if the Iron Springs Company put him to work he would pay for the services. Plaintiff replied that the manager had ordered him to commence work. The manager testified that he did this as an individual and not as a representative of the Iron Springs Compnay. After all these transactions defendant paid $224.00, and plaintiff brings this action for $122.00 balance alleged to be due for his services. *Held*, that there had been no ratification of the agency and that there could be no recovery. *Findlay* v. *Hildenbrand* (1909), — Idaho —, 105 Pac. 790.

The court places its decision on the ground that there can be no ratification without full knowledge of all the material facts, and since it was not the corporation that directed plaintiff to begin work, the subsequent acts of defendant did not amount to a ratification. Knowledge of the facts is essential to a valid ratification. A more liberal rule is expressed in *Kelley* v. *Newburyport Horse R. R. Co.*, 141 Mass. 496, where it was held, "A principal may ratify on such knowledge as he possesses without caring for more." But since in this case the defendant accepted part of the work and paid plaintiff for its value, it would seem that the case should be governed by the rule, "If the principal elects to ratify any part of the unauthorized act he must ratify the whole of it." MECHEM, AGENCY, §§ 130 and 174; *Tasker* v. *Kenton Ins. Co.*, 59 N. H. 438; *Crawford* v. *Barkley*, 18 Ala. 270.

PRINCIPAL AND SURETY—HOMESTEAD WAIVER AND USURY—SURETY DISCHARGED.—In an action on a promissory note containing a homestead waiver, and reciting on its face eight per cent interest, the legal rate, but a greater rate being actually received without the surety's knowledge, *held*, that the surety is discharged from all liability, as the usury renders the waiver void, and the risk of the surety is thereby increased. *Hancock* v. *Bank of Tifton* (1909), — Ga. App. —, 65 S. E. 784.

The general rule is that mere usury in a note will not discharge the sure-